
State:	District of Columbia	Filing Company:	Sagamore Insurance Company
TOI/Sub-TOI:	16.0 Workers Compensation/16.0001 Alternative WC		
Product Name:	Workers' Compensation		
Project Name/Number:	LRARO/S-DCWC16-01F		

Filing at a Glance

Company:	Sagamore Insurance Company
Product Name:	Workers' Compensation
State:	District of Columbia
TOI:	16.0 Workers Compensation
Sub-TOI:	16.0001 Alternative WC
Filing Type:	Form
Date Submitted:	11/22/2016
SERFF Tr Num:	BALG-130817392
SERFF Status:	Submitted to State
State Tr Num:	
State Status:	
Co Tr Num:	S-DCWC16-01F
Effective Date	On Approval
Requested (New):	
Effective Date	On Approval
Requested (Renewal):	
Author(s):	John Sorrentino, Renee Smith, David Brose
Reviewer(s):	
Disposition Date:	
Disposition Status:	
Effective Date (New):	
Effective Date (Renewal):	

State:	District of Columbia	Filing Company:	Sagamore Insurance Company
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General Information

Project Name: LRARO	Status of Filing in Domicile:
Project Number: S-DCWC16-01F	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 11/22/2016	
State Status Changed:	Deemer Date:
Created By: David Brose	Submitted By: David Brose
Corresponding Filing Tracking Number:	

Filing Description:

Sagamore Insurance is a licensed insurer in the District of Colombia for Workers' Compensation business. Sagamore is filing its Large Risk Alternative Rating Option (LRARO) plan for large deductible, excess and guaranteed cost rated policies.

The LRARO Form filing for our sister company, Protective Insurance, was approved under BALG-130796448.

Company and Contact

Filing Contact Information

David Brose, Compliance Analyst	dbrose@baldwinandlyons.com
111 Congressional BLVD, Suite	317-636-9800 [Phone] 7528 [Ext]
500	
Carmel, IN 46032	

Filing Company Information

Sagamore Insurance Company	CoCode: 40460	State of Domicile: Indiana
111 Congressional BLVD., Suite	Group Code: 867	Company Type: Property &
500	Group Name: Baldwin & Lyons,	Casualty
Carmel, IN 46032	Inc.	State ID Number:
(317) 636-9800 ext. [Phone]	FEIN Number: 35-1524574	

Filing Fees

Fee Required?	No
Retaliatory?	No
Fee Explanation:	

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Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Deductible Endorsement (ALAE)	SIC-WCLD-01	11/16	END	New			SIC Deductible Endorsement (ALAE).pdf
2		Deductible Endorsement	SIC-WCLD-02	11/16	END	New			SIC Deductible Endorsement.pdf
3		Composite Rate Endorsement	SIC-WCLD-03	11/16	END	New			SIC Composite Rate Endorsement.pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

**SAGAMORE INSURANCE COMPANY
WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
Deductible Endorsement (ALAE)**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless another date is indicated below.

This endorsement, effective on <effective date> at 12:01 A.M. standard time, forms a part of

Policy No.:

Issued to:

Authorized Representative

This deductible endorsement applies between you and us. It does not affect or alter the rights of others under the policy. You will reimburse us for any deductible amounts that we advance or are required by law to pay.

State(s) to which this endorsement applies:

Applicable deductibles:

Coverage	Deductible Amount	
Bodily Injury by Accident:	\$	each accident
Bodily Injury by Disease:	\$	each employee
All Covered Bodily Injury Aggregate	\$	

Loss Adjustment Factor: < X.XX >

A. How This Deductible Applies

You agree to pay, up to the deductible amount shown above, the total of:

1. all benefits required of you by the worker's compensation law (including benefits payable under PART THREE - OTHER STATES INSURANCE or under any endorsement); plus
2. all sums you legally must pay as damages; plus
3. allocated loss adjustment expenses;

because of (a) bodily injury by accident to your employees and; (b) bodily injury by disease to your employees.

We will pay only those amounts of benefits and damages that exceed the applicable deductible amount shown above.

The deductible amount shown for "bodily injury by accident" applies separately to each accident covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

The deductible amount shown for "bodily injury by disease" applies separately for each employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

Your obligation to reimburse us for payments we make under this policy that are within the per accident deductible is capped by the aggregate limit, if applicable. The aggregate limit is the maximum total reimbursement you must make to us under the policy.

B. Reimbursement of Deductible Amounts

We may advance part or all of the deductible amount you agree to pay under "A. How This Deductible Applies". Upon notice of the action taken, you will reimburse us promptly for any amount(s) we have so advanced. In addition, you will pay us an amount for loss adjustment expense computed by multiplying the loss adjustment factor stated in this endorsement times the deductible amount paid by us. The loss adjustment factor is an average factor and is not based upon the existence or amount of actual loss adjustment expense payments.

C. Effect of Deductible on Employers Liability Limits

With respect to the employers liability insurance provided by this policy, the applicable "each employee" or "each accident" limits of liability are reduced, as to you, by the sum of all such damages within the applicable deductible amount shown above.

D. Allocated Loss Adjustment Expense

Allocated loss adjustment expense means claim adjustment expense directly allocated by us to a particular claim. Such expense shall include, but shall not be limited to: attorneys' fees for defense of claims, adjuster fees, court and other specific items of expense such as medical examination, expert medical or other testimony, laboratory and x-ray, autopsy, stenography, witnesses, summonses and copies of documents.

E. Conditions

1. We have your rights and the rights of persons entitled to the benefits of this insurance to recover all advances and payments, including those within the deductible amount from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

If we recover any advance or payment made under this policy from anyone liable for the injury, the amount we recover will be applied to any payments made by us in excess of the deductible amount; only then will the remainder of that recovery, if any, be applied to reduce the deductible amount paid or reimbursed or reimbursable by you.

2. The terms of the policy apply irrespective of the deductible amount, including those with respect to:

- (a) defending any suits; and
- (b) your duties if injury occurs.

3. We have the sole and exclusive right to pay all or any part of the deductible amount at our sole discretion, and notice to you or consent from you is not required for our payment. Your obligation to reimburse us after we have made payment of all or any part of the deductible amount is absolute and in no way conditional.
4. If you fail to reimburse us for a deductible amount that has been paid by us by the 15th day of the month following our notice to you of our payment of that amount, we may cancel the policy. You agree that our cancellation for your failure to reimburse us for a deductible amount equivalent to and the same as, cancellation for non-payment of premium.
5. We may keep any unearned premium, premium deposits or other funds held by us or available to us to reimburse us for payments of the deductible amounts paid by us, deductible amounts we estimate we will pay in the future and any unpaid premiums.

F. Acceptance by the Insured

On behalf of all insureds under the policy to which this endorsement is attached, I have carefully read, understand and accept the terms and contents of this endorsement.

Insured

Date of Execution

By _____

Title

**SAGAMORE INSURANCE COMPANY
WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
Deductible Endorsement**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless another date is indicated below.

This endorsement, effective on <effective date> at 12:01 A.M. standard time, forms a part of

Policy No.:

Issued to:

Authorized Representative

This deductible endorsement applies between you and us. It does not affect or alter the rights of others under the policy. You will reimburse us for any deductible amounts that we advance or are required by law to pay.

State(s) to which this endorsement applies:

Applicable deductibles:

Coverage	Deductible Amount	
Bodily Injury by Accident:	\$	each accident
Bodily Injury by Disease:	\$	each employee
All Covered Bodily Injury Aggregate	\$	

Loss Adjustment Factor: < X.XX >

A. How This Deductible Applies

You agree to pay, up to the deductible amount shown above, the total of:

1. all benefits required of you by the worker's compensation law (including benefits payable under PART THREE - OTHER STATES INSURANCE or under any endorsement); plus
2. all sums you legally must pay as damages;

because of (a) bodily injury by accident to your employees and; (b) bodily injury by disease to your employees.

We will pay only those amounts of benefits and damages that exceed the applicable deductible amount shown above.

The deductible amount shown for "bodily injury by accident" applies separately to each accident covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

The deductible amount shown for "bodily injury by disease" applies separately for each employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

Your obligation to reimburse us for payments we make under this policy that are within the per accident deductible is capped by the aggregate limit, if applicable. The aggregate limit is the maximum total reimbursement you must make to us under the policy.

B. Reimbursement of Deductible Amounts

We may advance part or all of the deductible amount you agree to pay under "A. How This Deductible Applies". Upon notice of the action taken, you will reimburse us promptly for any amount(s) we have so advanced. In addition, you will pay us an amount for loss adjustment expense computed by multiplying the loss adjustment factor stated in this endorsement times the deductible amount paid by us. The loss adjustment factor is an average factor and is not based upon the existence or amount of actual loss adjustment expense payments.

C. Effect of Deductible on Employers Liability Limits

With respect to the employers liability insurance provided by this policy, the applicable "each employee" or "each accident" limits of liability are reduced, as to you, by the sum of all such damages within the applicable deductible amount shown above.

D. Conditions

1. We have your rights and the rights of persons entitled to the benefits of this insurance to recover all advances and payments, including those within the deductible amount from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

If we recover any advance or payment made under this policy from anyone liable for the injury, the amount we recover will be applied to any payments made by us in excess of the deductible amount; only then will the remainder of that recovery, if any, be applied to reduce the deductible amount paid or reimbursed or reimbursable by you.

2. The terms of the policy apply irrespective of the deductible amount, including those with respect to:
 - (a) defending any suits; and
 - (b) your duties if injury occurs.
3. We have the sole and exclusive right to pay all or any part of the deductible amount at our sole discretion, and notice to you or consent from you is not required for our payment. Your obligation to reimburse us after we have made payment of all or any part of the deductible amount is absolute and in no way conditional.
4. If you fail to reimburse us for a deductible amount that has been paid by us by the 15th day of the month following our notice to you of our payment of that amount, we may cancel the policy. You agree that our cancellation for your failure to reimburse us for a deductible amount equivalent to and the same as, cancellation for non-payment of premium.
5. We may keep any unearned premium, premium deposits or other funds held by us or available to us to reimburse us for payments of the deductible amounts paid by us, deductible amounts we estimate we will pay in the future and any unpaid premiums.

E. Acceptance by the Insured

On behalf of all insureds under the policy to which this endorsement is attached, I have carefully read, understand and accept the terms and contents of this endorsement.

Insured

Date of Execution

By _____

Title

SAGAMORE INSURANCE COMPANY
WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
Composite Rate Endorsement

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless another date is indicated below.

This endorsement, effective on <effective date> at 12:01 A.M. standard time, forms a part of

Policy No.:

Issued to:

The premium for this policy shall be computed on a composite rate basis in accordance with the Company rules, rates, rating plans, minimum premiums and other terms of the policy.

Composite Rate Basis: <per \$100 of Workers' Compensation payroll>

Rate: <\$X.XX>

Estimated Annual Exposure: <\$X.XX>

Estimated Annual Premium: <\$X.XX>

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Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Consulting Authorization
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	